

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF INDIANA
HAMMOND DIVISION**

JOHANNA CASTELLANOS,)	
)	
Plaintiff,)	
)	Case No. 2:14-cv-425
vs.)	
)	
DYNIA & ASSOCIATES, LLC, and)	
CROWN ASSET MANAGEMENT, LLC,)	
)	
Defendants.)	

COMPLAINT

INTRODUCTION

1. Plaintiff Johanna Castellanos brings this action to secure redress from unlawful credit and collection practices engaged in by defendants Dynia & Associates, LLC and Crown Asset Management, LLC. Plaintiff alleges violation of the Fair Debt Collection Practices Act, 15 U.S.C. §1692 et seq. ("FDCPA").

VENUE AND JURISDICTION

2. This Court has jurisdiction under 15 U.S.C. §1692k (FDCPA), 28 U.S.C. §1331, 28 U.S.C. §1337, and 28 U.S.C. §1367.

3. Venue and personal jurisdiction in this District are proper because defendants do business within this District.

PARTIES

4. Plaintiff, Johanna Castellanos, is a resident of Portage, Indiana.

5. Defendant, Dynia & Associates, LLC, is a law firm organized as an Illinois limited

liability company with principal offices at 4849 North Milwaukee Avenue, Suite 801, Chicago, Illinois 60630. Its registered agent is Corporation Service Company, 251 E. Ohio Street, Suite 500, Indianapolis, IN 46204.

6. Dynia & Associates, LLC uses the mails and telephone system to collect consumer debts originally owed to others. The debts include credit cards.

7. Dynia & Associates, LLC is a debt collector as defined in the FDCPA.

8. Defendant Crown Asset Management, LLC is a Georgia limited partnership entity with principal offices at 3100 Breckinridge Blvd., Suite 725, Duluth, Georgia 33096. It does business in Indiana. Its registered agent is Registered Agent Solutions, Inc., 120 E. Market Street, Suite 808, Indianapolis, IN 46204.

9. Defendant Crown Asset Management, LLC is engaged in the business of acquiring and collecting charged-off consumer debts.

10. Crown Asset Management, LLC is a debt collector as defined in the FDCPA.

11. On information and belief, Crown Asset Management, LLC directs how Dynia & Associates, LLC collects debts that it assigns to Dynia & Associates, LLC.

12. On or about August 26, 2014, Dynia & Associates, LLC sent plaintiff the letter attached as Exhibit A.

13. Exhibit A seeks to collect a debt that was incurred, if at all, for personal, family, or household purposes, and not for business purposes.

14. Exhibit A invites the consumer to pay online.

15. Exhibit A states that a “3% credit card processing fee may be applied to your payment amount.”

16. The “processing fee” is not authorized by contract or law.

COUNT I – FDCPA

17. Plaintiff Johanna Castellanos incorporates paragraphs 1-16.

18. Defendants violated 15 U.S.C. §§1692e, 1692e(2), 1692e(10), 1692f, and 1692f(1) by (a) stating on Exhibit A that a “3% credit card processing fee may be applied to your payment amount” when no such fee may be charged in Indiana, (b) representing expressly or by implication that such fees could lawfully be charged, and (c) charging “service fees” or “processing fees.”

19. Section 1692e provides:

§ 1692e. False or misleading representations [Section 807 of P.L.]

A debt collector may not use any false, deceptive, or misleading representation or means in connection with the collection of any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section: . . .

(2) The false representation of--

(A) the character, amount, or legal status of any debt; or

(B) any services rendered or compensation which may be lawfully received by any debt collector for the collection of a debt. . . .

(10) The use of any false representation or deceptive means to collect or attempt to collect any debt or to obtain information concerning a consumer. . . .

.

20. Section 1692f provides:

§ 1692f. Unfair practices [Section 808 of P.L.]

A debt collector may not use unfair or unconscionable means to collect or attempt to collect any debt. Without limiting the general application of the foregoing, the following conduct is a violation of this section:

(1) The collection of any amount (including any interest, fee, charge, or expense incidental to the principal obligation) unless such amount is expressly

authorized by the agreement creating the debt or permitted by law. . . .

WHEREFORE, the Court should enter judgment in favor of plaintiff and against defendants for:

- i. Statutory damages;
- ii. Attorney's fees, litigation expenses and costs of suit;
- iii. Such other and further relief as the Court deems proper.

s/Daniel A. Edelman

Daniel A. Edelman
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NOTICE OF ASSIGNMENT

Please be advised that all rights relating to attorney's fees have been assigned to counsel.

s/Daniel A. Edelman

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DOCUMENT PRESERVATION DEMAND

Each plaintiff hereby demands that defendant take affirmative steps to preserve all recordings, data, documents, and all other tangible things that relate to plaintiff, the events described herein, any third party associated with any telephone call, campaign, account, sale or file associated with plaintiff, and any account or number or symbol relating to them. These materials are likely very relevant to the litigation of this claim. If defendant is aware of any third party that has possession, custody, or control of any such materials, plaintiff demands that defendant request that such third party also take steps to preserve the materials. This demand shall not narrow the scope of any independent document preservation duties of the defendant.

s/Daniel A. Edelman

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